

EXHIBIT 4

Sales Representative Employment Agreement

for the 2022-23 Sales Season

You, the undersigned individual (referred to herein as “*You*” or “*Your*”) and Smart Home Pros, Inc. (“*SHP*”), hereby enter into this 2022-23 Sales Representative Employment Agreement (“*Agreement*”). You and SHP may be referred to herein individually as a “*Party*” or collectively as “*Parties*”. This Agreement constitutes the terms of Your employment with SHP during the 2022-23 Sales Season (defined below). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. At-Will Employment

Your employment will be at-will, meaning that You or SHP may terminate the employment relationship at any time, with or without cause, and with or without notice. This is the full and complete agreement between You and SHP on this subject. This Agreement does not create any employment obligation for any fixed period. You hereby acknowledge that this Agreement is not an offer or guarantee of future employment or an offer or guarantee of a future contractual relationship.

2. Term

This Agreement will be effective as of the date You sign it and will continue through the end of the 2022-23 Sales Season or until it is terminated, whichever is earliest (the “*Term*”). Absent a Company Publication (defined below) to the contrary, the 2022-23 Sales Season will run from October 3, 2022, to October 1, 2023. SHP may decide, in its sole discretion, to extend the length of a sale season for various reasons. As such, the ending date of a sale season may extend beyond October 1 and the starting date of the subsequent sales season may start after October 3rd.

3. Your Duties

During the Term, You will perform at least the following employment duties for SHP: (i) selling, (ii) attempt to increase direct sales activities of other direct sellers working for SHP, (iii) providing motivation and encouragement, (iv) imparting skills, knowledge, or experience, and (v) recruiting (collectively “*Sales Duties*”). You will perform all Sales Duties under this Agreement in a legal and ethical, professional manner and in compliance with all applicable laws, rules, regulations, and ordinances. During the Term You will not provide any Sales Duties for any other company without the prior, express written consent of a Vice President- or higher-level employee of SHP or Vivint, Inc. (“*Authorized Signer*”) SHP, which consent will not be unreasonably withheld.

As part of the Sales Duties, You may sell products and services of Vivint, Inc. (“*Vivint*”), an affiliated company of SHP. Vivint will determine the prices and package configurations of those products and service. Vivint may change those prices and package configurations at any time.

You may recruit others to also work for SHPs. If those individuals are employed by SHP, they may be deemed to be on Your team.

4. Assigned Area

SHP may assign You to one or more geographic areas where You are authorized to sell (collectively, Your “*Assigned Area*”) during a specific period. You will not sell outside of Your Assigned Area during that period. If You want to sell outside of Your Assigned Area, You will contact SHP to get prior authorization. Unless stated otherwise in a Company Publication, you must receive permission from an Authorized Signer. You are responsible to provide Your own transportation to and from Your Assigned Area.

5. Compensation

a. *Compensation, Generally.* SHP will compensate You for Your performance of the Sales Duties as outlined in the SHP Pay Scales, Residual Bonus Plan, Sales Rules, and other official compensation-related documents of SHP (each a “*Compensation Document*”). Each Compensation Document is available in a Company Publication and is incorporated herein by reference. You will not be entitled to any compensation under this Agreement other than the compensation set forth the Compensation Documents, except as outlined in Section 5(c).

b. *Compensation Changes.* SHP may amend the Compensation Documents at any time by publishing the amended document in a Company Publication. Amended Compensation Documents will be effective 7 days after being communicated to You.

c. *Individualized Compensation Terms.* Only an Authorized Signer may authorize any individualized compensation terms. Any such terms must be documented in writing and signed by an Authorized Signer. Any other individualized compensation terms (e.g., compensation terms told to You by Your recruiter or supervisor in a spoken conversation or written in an email, social media message, or text) will be null and void and non-binding.

d. *Leadership Level Designations.* SHP may, in its sole discretion, promote You to a leadership level, such as Assistant Manager, Manager, Area Director, Senior Manager, Regional Manager, Senior Regional Manager, Partner, or Vice President. Certain compensation under the Compensation Documents may be based on or apply only to sales representatives at a certain leadership level. SHP may only share Compensation Documents with You that apply to Your leadership level. Your eligibility to be promoted to certain leadership levels and Your compensation may be based on Your sales volume and the sales volume of Your team.

e. *Upfront Commissions for Solar Sales.* If as part of the Sales Duties, You sell residential solar systems (each a “*Solar System*”), You will be paid an upfront commission (“*Upfront Commission*”) when You set a lead for a Solar System account or close on a Solar System account. As used herein the phrase “*set a lead*” means that You generate a customer referral and transfer a referral of a consumer who has expressed her/his interest in purchasing a Solar System from Vivint, Inc. or one of its official solar partners. As used herein, to “*close*” on an account means that You complete the sale of a solar system by working with a consumer who signs (i) an agreement to purchase a Solar System from SHP, Vivint, or one of Vivint’s official solar partners and (ii) a financing agreement (if the consumer is going to finance the purchase of the Solar System). SHP will pay the Upfront Commission within the timeframe listed in the Compensation Document. The Upfront Commission is an advance on Your compensation for setting a lead or closing on an account for a Solar System. The Upfront Commission will not be considered earned unless (i) You are employed by SHP when the Upfront Commission is paid, and (ii) the Solar System is properly permitted, installed, and operating (collectively “*Installed*”) within 120 days after You set a lead for or close on that Solar System account. If, for any reason, the Solar System is not Installed or, in SHP’s reasonable opinion, will not be Installed within 120 days after You set a lead, then You will owe that money to SHP and SHP may deduct the Upfront Commission from Your future commission payments or backend payments, as outlined in Section 5(f). If Your future commission payments or backend payments are not enough to recover the amount of the Upfront Commissions that SHP is to deduct, then SHP will request, in writing, that You repay to SHP the amount due to SHP within 30 days. You will repay that amount within that timeframe. If You do not repay that amount within 30 days, SHP and Vivint, Inc. reserve the right to recover the funds through a legal proceeding or a collection agency. A complete description of the compensation plan for solar sales is outlined in the Compensation Documents.

f. *Clawbacks & Offsets.* To the extent permitted by applicable law, you acknowledge that SHP will be entitled to seek a refund (through offset or direct repayment) of (i) any compensation paid to Representative that SHP later determines was not earned by or otherwise due to You, and (ii) any other amounts owed by Representative to SHP. You hereby expressly authorize SHP to deduct those amounts from any amounts owing to You, including Your paycheck (which includes any backend compensation).

6. Direct Seller / Employee Status & Taxes

During the Term, You will be an employee of SHP. But for State and Federal Income Tax purposes, You are and will be paid (and income reported) as a “Direct Seller” under Internal Revenue Code § 3508 and Publication 15-A of the Internal Revenue Service Employee Supplemental Tax Guide. You are, therefore, solely responsible for the timely payment of all taxes for any amounts paid to You under this Agreement including, but not limited to, all federal, state, or local taxes. SHP is under no obligation to withhold any amounts for taxes for You nor to inform You of any tax obligations, prepare any tax reports, or transfer any amounts for taxes. SHP will provide worker’s compensation and general liability insurance coverage for You under SHP’s insurance policies. If SHP is required by state law, it will withhold employment taxes, such as unemployment withholdings.

7. Policies & Code of Conduct

During the Term, You will be subject to and comply with all applicable employment and other policies of SHP, including, but not limit to, the Vivint Employee Handbook, the Housing Rules, the Drug and Alcohol Policy, sexual harassment and discrimination policies, the Code of Business Conduct and Ethics, and the SHP Supplemental Code of Conduct (collectively “*Company Policies*”). Company Policies may be published in a Company Publication. SHP may amend the Company Policies from time to time in its sole discretion by publishing an updated version in a Company Publication. Any amendment to the Company Policies will require acknowledgement by You within 30 days of release. Failure to provide such acknowledgement is grounds for discipline, up to and including termination. You acknowledge receipt of the Code of Business Conduct and Ethics, included in Attachment 3 of this Agreement, and the SHP Supplemental Code of Conduct, included in Attachment 4 of this Agreement (collectively the “*Codes of Conduct and Ethics*”). Violations of the Codes of Conduct and Ethics and other Company Policies may subject You to discipline, up to and including termination for cause.

8. Training

Training will be assigned to you. You must complete any assigned training within the required timelines. Failure to complete training within the established timelines will subject you to discipline up to and including termination for cause.

9. Company Publications

SHP may communicate with You and publish official company messages, documents, and policies through email (to Your company email address), text (to a phone number You provide SHP), a messaging app (e.g., Teams, etc.) or by publishing or pushing to You content on an official company tool, such as an app, intranet, webservice, or website (each a “*Company Publication*”). Examples of such tools include but are not limited to the ConveYour app/site, the Vivint Hub (available at <https://thehub.vivint.com/policies-and-forms/>), and Workday.

10. Licensing

Your performance of the Sales Duties will require You to apply for and acquire certain licenses and/or permits (e.g., door-to-door sales license, peddler permits, or licenses or permits authorizing You to the sale of alarm systems). It is Your responsibility to acquire all such licenses and permits. Prior to engaging in any sales activities, You will (i) complete all licensing applications necessary to perform the Sales Duties in Your Assigned Area and (ii) provide accurate and truthful information on all licensing applications or to any governmental entity that requests any information from You for purposes of licensing, permits, or other requirements to perform the Sales Duties. Your failure or inability to obtain any license or permit necessary or required for You to perform the Sales Duties, or performance of any Sales Duties without the necessary license or permit is a breach of this Agreement and may result in Your termination. Please contact Human Resources (MyHR@vivint.com) if You have any questions or concerns about the licensing process. This Agreement is contingent on You signing the

Acknowledgement Regarding Your Licensing Obligations, in Attachment 1 of this Agreement.

11. Uniform & Equipment

a. *Uniform & Appearance.* The image You project while performing the Sales Duties must demonstrate that Vivint is a reliable provider of Smart Home Services. Your personal appearance constitutes a vital element of that image. It is Your responsibility to communicate the image of professionalism and security to the public while engaging in the Sales Duties. SHP will provide You with a uniform, which will include one or more polo-style shirts, a hat or cap, and a picture identification badge and lanyard. You must always wear a SHP-issued uniform and badge and comply with any company dress code requirements while performing the Sales Duties. The badge must be worn visibly on the front of You. You may not alter the SHP uniform or wear it while working for any other company. You must not wear the uniform for personal use, when outside of work, or when You are off-duty. You are responsible to care for and maintain Your SHP-issued uniform in good condition. You will return the SHP-issued uniform to SHP at the end of the Term, upon termination of this Agreement, or if SHP requests it. If You lose Your identification badge or if it is stolen, You will immediately report that to Your manager or supervisor, and, You are responsible to purchase replacements at the SHP store. You will not wear any unauthorized Vivint apparel or apparel of a competitor or related company while performing the Sales Duties.

b. *Company Equipment.* SHP may provide You with various work materials and equipment necessary for you to perform the Sales Duties. This may include an iPad or other tablet, forms and paperwork, access to Vivint's Street Genie software, and other online platforms necessary to perform The Sales Duties. You are responsible to return this equipment to SHP at the end of Your employment or when requested by SHP. In the event You fail to return SHP's equipment, You authorize SHP to deduct the cost of that equipment from Your paycheck.

12. Housing

SHP may make available to You optional single or family housing accommodations and furniture rental for some or all the Term under SHP's housing program. If You participate in that program, You agree to the following:

a. *Housing Fees & Elections.* SHP will, and You hereby direct it to, deduct from Your paycheck each week during the Term a housing fee. The housing fee schedule will be listed in the Sales Rules, in a Company Publication. This fee will cover rent, furniture, and reasonable utilities costs. If You elect to use SHP's housing as of the cut-off date communicated by SHP (typically around April 1st of each year) then You will be bound to that election during the remainder of the Term.

b. *Housing Rules.* You will comply with the terms of the SHP Housing Rules, which are published in a Company Publication. If You select family housing accommodations, You will be responsible to ensure that others residing in or visiting Your accommodations comply with the SHP Housing Rules, and You will be responsible for their non-compliance as if that non-compliance were Your own.

c. *Property Damage.* You will be responsible for any property damage caused by You, Your family, or Your guests in or around the housing facility. You are also responsible for additional fees or fines imposed on You by a landlord (e.g., unauthorized pet fees, fees for lost keys, amounts charged to You for trash left outside, etc.). You hereby authorize SHP to deduct all such amounts from your paycheck. If You are an Area Director (aka Team Manager) level employee, SHP will, and You hereby direct it to, deduct from Your paycheck (including any backend payments to which You otherwise might be entitled) any amounts required to cover property damage for representatives in Your office that is more than the amounts paid by those representatives. If You are an Area Director or Regional Manager and if You consent for a team to break the terms of a lease agreement, then You will split the costs equally (unless mutually agreed to split them otherwise) associated with breaking that lease with your Regional Manager (if You are a Team Manager) or the applicable Team Manager (if You are a Regional Manager).

d. *Holdovers.* In the event Your employment with SHP is terminated (whether voluntarily or involuntarily) prior to the end of the sales season, You agree to vacate the SHP housing within 24 hours. If You stay in SHP provided housing after the Term of this Agreement, or after 24 hours following Your termination, then You agree to pay SHP rent in the amount of \$100 per day for Your additional stay as well as any costs and fees that SHP incurs in enforcing this provision, including costs associated with evicting You. Those costs and fees include collections costs and attorney's fees. You agree that any such rent, costs and fees may be deducted from Your paycheck.

13. Drug Policy & Testing

SHP is a drug-free workplace, and You are prohibited from manufacturing, distributing, dispensing, possessing, selling, or using illegal drugs, or any other controlled substance not specifically prescribed to You by a medical professional, in any SHP-provided housing, at any workplace, or while performing the Sales Duties. You may not consume, possess, or be under the influence of any alcoholic beverages while performing the Sales Duties. Violation of the Drug and Alcohol Abuse Policy, published in a Company Publication, may result in the termination of this Agreement. You hereby consent to random drug testing of You pursuant to the Drug and Alcohol Abuse Policy.

14. Background Check

This Agreement is contingent on SHP's receipt, evaluation, and approval of a background check on You. Accordingly, You hereby expressly authorize SHP or any of its affiliates to perform a background check on You, and You will cooperate in the performance of said background check. Your failure to provide consent to or the required information for a background check, or failure to answer any background question fully or truthfully, will result in the termination of this Agreement. All information obtained from a background check will be used solely for employment purposes.

15. Communication & Cooperation

Periodically, a government official or agency may request employee information requiring Your involvement (e.g., providing information to complete the E-Verify process, assistance with a state reporting process, response to a subpoena, etc.) In these cases, SHP, or its subsidiary and affiliated companies, may request that You cooperate with SHP and the government agency or official. You agree to respond to these requests for information or consent in a timely manner, as soon as is practical, and in all cases in less than two weeks. On occasion, a response sooner than two weeks may be required and if so, it will be communicated and enforced. Failure to respond to written requests, including text or email requests, may result in termination of this Agreement. You should notify SHP within 72 hours if You are arrested, charged, or indicted for any criminal offense above a Class C misdemeanor during the Term. This notification should go to SHP's HR, Licensing, and Compliance Departments. While the arrest, charge, or indictment may not result in any change in the relationship between You and SHP, failure to report is in violation of this Agreement and may result in termination of this Agreement.

16. Ownership of Work Product

You will keep SHP fully informed of any inventions or works of authorship You create or invent, either alone or with others, during Your employment with SHP that are related to the business of SHP and/or any of its affiliated companies, or which result from tasks assigned to You by SHP. You hereby assign to Vivint all rights in and to such inventions and works of authorship. You covenant and agree that, upon the request of SHP, You will make, execute, and deliver such additional assignments and other instruments as may be necessary or convenient for effectuating or further memorializing that assignment. You further agrees that (i) all such inventions and works of authorship that are related to the business of SHP, or which result from tasks assigned to me by SHP, will be the property of Vivint; (ii) You will not assign to any person other than Vivint any interest therein; and (iii) You, without charge to Vivint, hereby assigns to Vivint all of Your rights, titles or interests in any such inventions and

works of authorship, and execute, acknowledge and deliver such instruments as are necessary to confirm the ownership thereof by Vivint. This assignment obligation does not apply to an invention that You developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information, except for those inventions that either: (1) relate at the time of conception or reduction to practice of the invention, to SHP's or Vivint's business, or actual or demonstrably anticipated research or development of Vivint or SHP; or (2) result from any work performed by You for SHP or Vivint.

17. Agreement Termination

As note in Section 1, either Party may terminate this Agreement and Your employment at any time.

a. *Voluntary Termination.* If You terminate this Agreement/resign prior to the end of the 2022-23 Sales Season:

i. You will not be entitled to receive any advances, bonuses, or commissions after Your termination of this Agreement, regardless of whether You would have been eligible or entitled to such advances, bonuses, or commission. You will be entitled to Your own personal or individual commissions even if You terminate the Agreement prior to the end of the Term.

ii. Notwithstanding the above provision, You will be entitled to receive an override bonus on accounts sold by Representative's assigned downline that are sold prior to the date of termination of this Agreement by SHP and that meet all other requirements in this Agreement. For purposes of this Agreement, an override is a bonus paid to You for accounts sold by other representatives assigned to Your downline or team.

iii. You will pay SHP for all rents, utilities, and deposits on housing and furniture You requested for the entirety of the Term, although You do not use the housing after Your resignation.

b. *Termination for Cause.* If SHP terminates this Agreement for Cause (defined below) prior to the end of the Term:

i. You will not be entitled to receive any advances, bonuses, or commissions, for accounts sold or installed (in the case of solar energy systems) after Your termination, regardless of whether You would have been eligible or entitled to such advances, bonuses, or commissions, had this Agreement not been terminated by SHP prior to the end of the Term. Notwithstanding the foregoing, You will be entitled to Your own personal or individual commissions even if SHP terminates the Agreement prior to the end of the Term.

ii. You will pay SHP for all rents, utilities, and deposits on housing and furniture Your requested for the entirety of the Term, although You do not use the housing after Your termination.

Termination for "Cause" will include, but is not limited to any of the following: (i) commission of a crime involving moral turpitude, theft, fraud or deceit; (ii) conduct that brings SHP, Vivint, or any of its affiliates, into public disgrace or disrepute, including, but not limited to, being arrested for or charged with a crime; (iii) violation or breach of any provision of this Agreement, including, but not limited to, the non-solicitation provisions; (iv) violation of Company Policies; (v) providing any false or misleading information to SHP, Vivint, or any of SHP's affiliates, or directing, instructing or encouraging any one to provide false or misleading information to SHP, Vivint, or any of SHP's affiliates (including, but not limited to, directing, instructing or encouraging a person to provide false or misleading information on any survey or any financing application); (vi) failure to perform any of Your material obligations under this Agreement; and/or (vii) failure or inability to obtain or maintain any necessary or required license(s) or permit(s).

If You leave Your Assigned Areas, without permission from Your supervisor, and do not return to work in that area for more than 10 calendar days, SHP will deem You to have terminated this Agreement as of the last day

You worked in Your Assigned Area.

c. *Termination Without Cause.* SHP may terminate this Agreement without notice at any time and for any or no reason or cause. If SHP terminates this Agreement other than for Cause prior to the end of the Term, Your eligibility for all advances, bonuses, override bonuses, or any other compensation that has not been paid will not be affected and the payment of advances, bonuses, override bonuses, or any other compensation to Representative will be governed by this Agreement as though You worked through the end of the Term.

18. Non-Solicitation, Confidentiality, & Non-Disclosure

a. *Confidential Information.* During Your employment with SHP, You may be told or otherwise exposed to certain Confidential Information (defined below). You understand and acknowledge that SHP and Vivint (collectively the "*Company Group*") have invested, and continues to invest, substantial time, money, and specialized knowledge into, creating a customer base, generating customer and potential customer lists, recruiting, and training a sales force, developing products and services, and improving its offerings in the fields of home security, smart home technology and services, residential solar, and insurance. Because of these efforts, the Company Group has created, and continues to use and create Confidential Information, which provides the Company Group with a competitive advantage over others in the marketplace. For purposes of this Agreement, "*Confidential Information*" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, transactions, potential transactions, know-how, trade secrets, computer programs, computer software, applications, databases, compilations, technologies, manuals, records, systems, material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, payroll information, staffing information, personnel information, employee lists, internal controls, security procedures, market studies, sales information, revenue, costs, communications, product plans, inventions, customer information, customer lists, of the Company Group or its businesses or any existing or prospective customer, or of any other person or entity that has entrusted information to the Company Group in confidence.

b. *Non-Disclosure & Confidentiality.* You agree (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate, or make available Confidential Information, or allow it to be disclosed, published, communicated, or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company Group) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company Group and, in any event, not to anyone outside of the direct employ of the Company Group except as required in the performance of the Sales Duties; and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from the premises or control of the Company Group, except as required in the performance of the Sales Duties acting on behalf of the Company Group in each instance (and then, such disclosure will be made only within the limits and to the extent of such duties or consent). Nothing in this paragraph will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.

c. *Non-Solicitation & Non-Hire of Personnel.* You agree that during the Term and for a period of 18 months immediately following the end of the Term, You will not, in any capacity (e.g., on Your own behalf or on behalf of another person or entity), directly or indirectly, regardless of who initiates the contact, (i) solicit, encourage, assist, or attempt to influence an employee or consultant of Vivint or SHP to leave the employ of Vivint or SHP; or (ii) hire, employ, recruit, or solicit an employee or consultant of Vivint or SHP.

d. *Non-Solicitation of Customers.* You agree that during the Term and for a period of 5 years immediately following the end of the Term, You will not, in any capacity (e.g., on Your own behalf or on behalf of another person or entity), directly or indirectly, regardless of who initiates the contact, solicit, encourage, assist, or attempt to influence any customer of SHP or Vivint who lives within 100 miles of a location where You performed the Sales Duties, to (i) terminate, cancel, or not renew any contract with SHP or Vivint or (ii) enter into a contract with another company for services or products that are similar to or competitive with those of Vivint or its official solar partners.

e. *Blue Penciling.* If either Section 18(c) or (d) is determined to be unenforceable by a court of competent jurisdiction or an arbitrator, then the Parties agree that such court or arbitrator may modify and enforce such restrictions to the maximum extent that is reasonable under the circumstances existing at that time.

f. *Injunctive Relief and Liquidated Damages.* You acknowledge and agree that Your breach of any of the provisions in this Section 18 will cause SHP immediate and irreparable harm and will entitle SHP to injunctive relief that prohibits You from continuing any such violation. In addition, such violation will entitle SHP to recover from You liquidated damages in an amount of \$25,000 per violation. You and SHP acknowledge that SHP's entitlement to liquidated damages under this subsection does not preclude SHP from being entitled to injunctive relief. You and SHP acknowledge that (i) the amount of loss or damages likely to be incurred by SHP from Your violation of any of the provisions in this Section 18 is impossible or difficult to precisely calculate; (ii) the amount specified in this paragraph bears a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with the misconduct, and (iii) a reason You and SHP agree to this amount is the uncertainty and cost of litigation regarding the question of actual damages. You authorize and direct SHP to deduct the liquidated damage amount from any amounts owing to You.

19. Vivint as Intended Third-Party Beneficiary

Vivint will be, and is hereby, named as an express and direct intended third-party beneficiary of this Agreement, and is not merely an incidental or potential beneficiary of this Agreement. As such, Vivint is legally entitled to enforce this Agreement.

20. Privacy

SHP's use of Your personal information will be according to the Vivint Employee Privacy Notice, published in a Company Publication. You specifically acknowledge that SHP collects Your geolocation when You use the StreetGenie software program. SHP uses this information for the purpose of identifying if You are in Your Assigned Area when performing the Sales Duties. You hereby consent to that collection and use. SHP may also share Your driver's license information with housing providers, as applicable, and to apply for licenses and permits, when required.

21. Governing Law, Jurisdiction & Venue, and Agreement to Arbitrate

This Agreement will be construed in accordance with, and governed by, the laws of the State of Utah, without regard to the application of conflicts of law principles. Any and all disputes regarding the interpretation or enforcement of this Agreement will be subject to arbitration instituted under the Voluntary Mutual Arbitration Agreement & Class, Collective & Representative Action Waiver executed between Representative and SHP, and attached as Attachment 2 hereto; provided, however, that either You or SHP may bring an action for entry of a temporary restraining order, preliminary injunctive relief, or permanent injunctive relief, in the federal district court of Utah or the Fourth Judicial District Court of the State of Utah. You agree and consent to these two courts having exclusive jurisdiction over claims for a temporary restraining order or other injunctive relief arising out of dispute regarding the terms of this Agreement.

22. Miscellaneous

a. *Amendments.* No supplement, modification, amendment, or waiver of the terms of this Agreement will be binding on the Parties hereto unless executed in writing by the Parties hereto.

b. *Notices.* All notices relating to the required or permitted under this Agreement, excluding those identified as being made in Company Publications, will be in writing and will be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

If to SHP, Inc.:

Head of DTH Sales
Smart Home Pros
4931 North 300 West
Provo, Utah 84604
josh.crittenden@vivint.com

With a Copy to:

Legal Department
Vivint, Inc.
4931 North 300 West
Provo, Utah 84604
legal@vivint.com

If to You:

At the address(es) and email address(es) listed on Your W-9, application, employee file, or on this Agreement.

c. *Severability.* Each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or enforceable provision had never been contained herein.

d. *Entire Agreement.* This Agreement, together with all the Attachments, and Company Policies referenced herein or attached hereto, represents the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior representations and agreements, whether oral or written, pertaining to the subject matter hereof, and cannot be modified, changed, waived, or terminated except by a writing signed by the Parties. No course of conduct or trade custom or usage will in any way be used to explain, modify, amend, or otherwise construe this Agreement.

e. *Successors in Interest.* This Agreement will be binding upon and inure to the benefit of the current or future successors or assignees of SHP.

f. *Headings.* The headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

g. *Drafting Ambiguities.* Each Party has read this Agreement and has had the opportunity to review it with counsel if desired. In signing this Agreement, neither Party is relying on any statement or representation of

the other Party. The rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

h. *Counterparts.* This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute a single integrated document.

i. *Survival of Certain Terms.* The termination of this Agreement or Your employment relationship with SHP, regardless of the reason or time of such termination, will have no force or effect upon the validity or enforceability of the restrictions and agreements contained Section 18 of this Agreement, which restrictions and agreements, and the remedies for violations thereof, will be continuing in nature.

j. *Waiver.* The failure of either Party to enforce any provision of this Agreement will not be construed as a waiver of limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

k. *No Reliance.* The Parties each acknowledge and agree that in entering into this Agreement, neither is relying upon any representations or statements made by the other than those set forth expressly herein. Further, the Parties expressly disclaim reliance upon any representations, statements, understandings, or agreements regarding Compensation or any other matter other than those set forth expressly herein.

[*The remainder of this page is left blank intentionally. The signature page follows.*]

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING SPECIFICALLY AND WITHOUT LIMITATION THE MUTUAL ARBITRATION AGREEMENT AND CLASS, COLLECTIVE AND REPRESENTATIVE ACTION WAIVER IN ATTACHMENT 2, AND THAT YOU ARE VOLUNTARILY ENTERING INTO BOTH.

YOU, THE SALES REPRESENTATIVE

Bradley Rossiter

Your Printed Name

11/03/2022 22:15

Your Signature

Date

3941 S. 2820 E. Salt lake city Utah 84124

Your Mailing Address (Street Address, City, State, Zip)

Brossiter1@vivint.com

Your E-mail Address

SMART HOME PROS, INC.

Todd Santiago

Printed Name

Todd Santiago

Signature

Chief Revenue Officer

Title

Attachment 1
to Sales Representative Employment Agreement: for the 2022-23 Sales Season


Acknowledgement Regarding Your Licensing Obligations

You, the undersigned representative (“*You*”), acknowledge the following:

1. You understand that state and local laws and regulations in the areas where You sell may require You to apply for certain licenses and/or permits before You start selling in the area. Examples of these licenses include door-to-door sales license, peddler permits, and licenses or permits authorizing You to the sale of burglar/alarm systems. All SHP representatives must be properly licensed to perform the Sales Duties on their own behalf. If a Supervisor, Manager, or another sales representative knows or tells You to work unlicensed, that individual is in violation of SHP policy.
2. You acknowledge that it is Your responsibility to, and You will (i) apply for and acquire all required licenses and permits to perform the Sales Duties; (ii) provide accurate and truthful information on all associated permit and license applications; and (iii) not perform any Sales Duties under that agreement for SHP until You have acquired all required, applicable licenses and Permits.
3. Your failure or inability to perform the responsibilities outlined in #2 above is a breach of the Agreement (defined below) and may result in the termination of Your employment with SHP.
4. If You are a supervisor, it is Your responsibility to inform those You supervise of the local licensing and permitting policies and requirements and assist them to acquire such licenses and permits, when necessary.

Capitalized terms that are not defined in this document have the same defined meaning given them in the Sales Representative Employment Agreement: for the 2022-23 Sales Season (the “*Agreement*”).

BY SIGNING THIS ACKNOWLEDGMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU FULLY UNDERSTAND YOUR LICENSING OBLIGATIONS.



Representative’s Signature: _____
Representative’s Printed Name: Bradley Rossiter
Date: 11/03/2022 22:15

Attachment 2
to Sales Representative Employment Agreement: for the 2022-23 Sales Season

Voluntary Mutual Arbitration Agreement & Class, Collective & Representative Action Waiver

This Voluntary Mutual Arbitration Agreement & Class, Collective & Representative Action Waiver ("*Arbitration Agreement*") is entered into between ("*Employee*") and Smart Home Pros, Inc., including any parent, subsidiary, agent, dealer, affiliate, assignee, or assignor of Smart Home Pros, Inc. ("*SHP*") (collectively, the "*Parties*"), in consideration of Employee's employment or continued employment with SHP and the mutual promises contained within this Arbitration Agreement.

Arbitration

Occasionally, disputes need to be resolved in a formal proceeding. While traditionally this has taken place in the courts after a lawsuit has been filed, Employee and SHP agree to submit all disputes that arise out of or relate to Employee's employment or separation from employment, that would otherwise be resolved in a court of law or before another forum, to final and binding arbitration before a neutral arbitrator and not to any court, as specified below.

Claims Covered By The Arbitration Agreement

Employee and SHP agree to arbitrate before a neutral arbitrator all disputes or claims between Employee and SHP, including claims against any current or former officer, director, shareholder, agent, or employee of SHP, that arise out of or relate to Employee's recruitment and/or hiring, employment with or separation from SHP.

This Arbitration Agreement also applies, without limitation, to disputes regarding any city, county, state or federal wage and hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, discrimination, harassment, breach of contract, fraud, tort, defamation, and claims arising under the Uniform Trade Secrets Act, Civil Rights Acts, Americans with Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Fair Labor Standards Act, Fair Credit Reporting Act, Genetic Information Non-Discrimination Act, the California Fair Employment and Housing Act and any other state or local law or statute, if any, addressing the same or similar subject matters, and all other similar federal, state and local statutory and common law claims. California employees specifically agree that all claims under the California Labor Code, including, but not limited to, claims for overtime, unpaid wages, and claims involving meal and rest breaks will be subject to this Arbitration Agreement.

This Arbitration Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded.

Claims Not Covered By The Arbitration Agreement

Notwithstanding the above, Employee and SHP agree that disputes and claims for workers' compensation benefits, unemployment compensation benefits, state or federal disability insurance, claims for benefits under a plan that is governed by the Employee Retirement Income Security Act of 1974 ("*ERISA*"), administrative charges for unfair labor practices brought before the National Labor Relations Board and claims for temporary equitable relief in the form of a temporary restraining order or preliminary injunction or any other temporary equitable remedy which may then be available, are not covered by this Arbitration Agreement and will therefore be resolved in any appropriate forum as required by the laws then in effect. Moreover, Employee and SHP also agree that any disputes brought by Employee to enforce or obtain relief from a loan or advance agreement between Employee and SHP, or SHP's agent, and any disputes brought by SHP, or SHP's agent to enforce or collect monies paid to employees under a loan or advance agreement, are not covered by this Arbitration

Agreement and will therefore be resolved pursuant to the terms of the loan or advance agreement.

Regardless of any other terms of this Arbitration Agreement, claims may be brought before, and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission, the U.S. Department of Labor, the National Labor Relations Board, the federal Occupational Safety and Health Commission, or California Department of Fair Employment and Housing. Nothing in this Arbitration Agreement will be deemed to preclude or excuse a party from bringing a timely administrative claim against the proper party, entity or individual before any agency to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

Employee and SHP understand and agree that any demand for arbitration by either Employee or SHP will be filed within the statute of limitation that is applicable to the claim(s) upon which arbitration is sought or required.

Final And Binding Arbitration

Employee and Vivint understand and agree that the arbitration of disputes and claims under this Arbitration Agreement will be instead of a court trial before a judge and/or a jury. Employee and SHP understand and agree that, by signing this Arbitration Agreement, the Parties are expressly waiving all rights to a trial before a judge and/or a jury regarding any disputes and claims which the Parties now have or which we may in the future have that are subject to arbitration under this Arbitration Agreement. The Parties also understand and agree that the arbitrator's decision will be final and binding on both SHP and Employee.

Class, Collective And Representative Action Waiver

All covered claims under this Arbitration Agreement must be brought in the Parties' individual capacity and not as a plaintiff or class member in any purported class, collective or representative proceeding. The Parties expressly waive any right with respect to any covered claims to submit, initiate, or participate in a representative capacity or as a plaintiff, claimant or member in a class action, collective action, or other representative or joint action, regardless of whether the action is filed in arbitration or in court. Claims may not be joined or consolidated in arbitration with disputes brought by other individual(s), unless agreed to in writing by all Parties. Furthermore, if a court orders that a class, collective, or other representative or joint action should proceed, such action may only proceed in court, and in no event will such action proceed in the arbitration. This provision will not constitute a waiver of the Parties' rights under Section 7 of the National Labor Relations Act, as amended, to engage in protected concerted activity. However, a party may lawfully seek enforcement of this provision and seek dismissal of class, collective or representative actions or claims.

The arbitrator's authority to resolve disputes and make awards under this Arbitration Agreement is limited to disputes between: (i) Employee and Vivint; and (ii) Employee and any current or former officers, directors, employees, and agents of Vivint, if such individual is sued for conduct arising out of their employment. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

If the class, collective or representative action waiver is deemed to be unenforceable by a court in whole or in part in a final judicial proceeding, the Employee and Vivint agree that this Arbitration Agreement is otherwise silent as to any party's ability to bring a class, collective or representative action in arbitration.

Mediation Procedures

Employee and Vivint understand and agree that, before invoking binding arbitration, the parties have the option to participate in a mediation of any dispute covered by this Arbitration Agreement. The cost of mediation will be borne equally by the Parties. The mediation will be conducted in the county in which the Employee was or is employed by Vivint. The person serving as mediator will be mutually agreed to by the parties.

Arbitration Procedures

Employee and Vivint understand and agree that the arbitration will be conducted in accordance with the AAA Employment Arbitration Rules and Mediation Procedures (“*AAA Rules*”) to the extent not inconsistent with the terms of this Arbitration Agreement; provided, however, that each party will have the right to engage in discovery, including but not limited to the taking of no more than three party or non-party witness depositions, unless a greater number is ordered by the arbitrator. The arbitrator will have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the arbitrator deems necessary. The arbitrator will have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party. Either party may obtain a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of hearing, will be given leave to file a post-hearing brief. The time for filing such a brief will be set by the arbitrator. The arbitrator will render a written award and opinion. The arbitrator will have the authority to award any damages authorized by law for the claims presented, including punitive damages.

Either party will have the right, within 20 days of issuance of the arbitrator's opinion, to file with the arbitrator a motion to reconsider (accompanied by a supporting brief), and the other party will have 20 days from the date of the motion to respond. The arbitrator thereupon will reconsider the issues raised by the motion and, promptly, either confirm or change the decision, which (except as provided by this Arbitration Agreement) will then be final and conclusive upon the Parties.

The AAA Rules may be found on the Internet at https://www.adr.org/sites/default/files/EmploymentRules_Web_2.pdf or by using an internet search engine to locate “AAA Employment Arbitration Rules”. A printed copy of these rules is also available upon request to Vivint’s Human Resource Office.

Place Of Arbitration

Employee and Vivint understand and agree that the arbitration will take place in the county in which Employee works or worked at the time the arbitrable dispute or claim arose.

Costs Of Arbitration

Employee and Vivint understand and agree that, to the extent required by controlling law, as determined by the arbitrator, Vivint will bear the arbitrator’s fee and any other type of expense or cost that Employee would not be required to bear if the dispute or claim was brought in court as well as any other expense or cost that is unique to arbitration. The filing party will be responsible for their respective arbitration filing fees, attorneys’ fees, and costs.

Confidentiality

Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue a legal right.

Severability

Employee and Vivint understand and agree that if any term or portion of this Arbitration Agreement will, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then, except as otherwise provided in this Arbitration Agreement, the remainder of this Arbitration Agreement will not be affected by such invalidity or unenforceability but will remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Arbitration Agreement.

Resolution Of Disputes

Employee and Vivint understand and agree that any dispute as to the arbitrability of a particular issue or claim pursuant to this Arbitration Agreement is to be resolved in arbitration. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. Notwithstanding the foregoing, any other provision of this Arbitration Agreement, or any provision of the AAA Rules, any issue concerning (1) the validity of the class, collective, or representative or joint action waiver provided in this Arbitration Agreement or (2) whether a claim is one for temporary equitable relief not covered by this Arbitration Agreement must be decided by a court with jurisdiction over the Parties, and an arbitrator does not have authority to consider either issue. If for any reason the class, collective, or representative or joint action waiver is found to be unenforceable, the class, collective, or representative or joint action may only be heard in court and may not be arbitrated under this Arbitration Agreement. If the class, collective, or representative or joint action waiver is found to be enforceable, any individual claims must proceed in arbitration.

Complete Agreement

Employee and Vivint understand and agree that this Arbitration Agreement contains the complete agreement between Vivint and Employee regarding the subject of arbitration of disputes, except for any arbitration agreement in connection with any benefit plan or as otherwise provided in this Arbitration Agreement; that it supersedes any and all prior representations and agreements between the Parties regarding the subject of arbitration of disputes, if any; and, other than an Employee opting out as described below, the Arbitration Agreement may be modified only in a writing, expressly referencing this Arbitration Agreement and Employee by full name, and signed by an officer of Vivint and Employee.

Knowing And Voluntary Agreement

EMPLOYEE AND VIVINT UNDERSTAND AND AGREE THAT EMPLOYEE AND VIVINT HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF THEIR OWN CHOOSING BEFORE SIGNING THIS ARBITRATION AGREEMENT, AND EMPLOYEE AND VIVINT HAVE HAD AN OPPORTUNITY TO DO SO. EMPLOYEE AND VIVINT AGREE THAT EACH HAS READ THIS ARBITRATION AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS, AND THAT BY SIGNING IT, EACH IS WAIVING ALL RIGHTS TO A TRIAL OR HEARING BEFORE A JUDGE OR A JURY OF ANY AND ALL DISPUTES AND CLAIMS SUBJECT TO ARBITRATION UNDER THIS ARBITRATION AGREEMENT.

Election to Opt-Out of Mutual Arbitration Agreement

IN THE EVENT EMPLOYEE DECIDES AFTER EMPLOYEE EXECUTES THIS ARBITRATION AGREEMENT THAT THE EMPLOYEE DOES NOT WANT TO BE COVERED BY THE BENEFITS OF ARBITRATION, EMPLOYEE MUST OPT OUT BY PROVIDING WRITTEN NOTICE (INCLUDE FULL NAME AND DATE OF HIRE) TO: VIVINT, ATTN: V.P. OF HUMAN RESOURCES, 4931 NORTH 300 WEST, PROVO, UT 84604, POSTMARKED NO LATER THAN 30 DAYS FROM WHEN EMPLOYEE INITIALLY SIGNED THIS ARBITRATION AGREEMENT. THE NOTICE SHOULD BE SIGNED BY EMPLOYEE AND STATE THAT "EMPLOYEE ELECTS TO OPT OUT OF THE MUTUAL ARBITRATION AGREEMENT."

BY SIGNING THIS ARBITRATION AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THIS ARBITRATION AGREEMENT, INCLUDING YOUR RIGHT TO OPT-OUT OF ARBITRATION.

REPRESENTATIVE

Bradley Rossiter

Representative's Printed Name



11/03/2022

Representative's Signature

Date

3941 S. 2820 E. Salt lake city Utah 84124

Representative's Mailing Address (Street Address, City, State, Zip)

Brossiter1@vivint.com

Representative's E-mail Address

SMART HOME PROS, INC.

Todd Santiago

Printed Name



Signature

Chief Revenue Officer

Title

Attachment 3
to Sales Representative Employment Agreement: for the 2022-23 Sales Season

Code of Business Conduct & Ethics



CODE OF BUSINESS CONDUCT AND ETHICS

Adopted on January 17, 2020

Revised January 12, 2022

TABLE OF CONTENTS

	<u>Page</u>
1. INTRODUCTION	1
2. YOUR RESPONSIBILITIES	2
3. GENERAL STANDARDS OF CONDUCT.....	3
(a) Overview.....	3
(b) Compliance with law	3
(c) Environment Compliance	4
(d) No discrimination or harassment	4
(e) Health and safety	4
4. AVOIDING CONFLICTS OF INTERESTS.....	5
(a) Overview.....	5
(b) Outside employment and directorships.....	6
(c) Financial interests in other companies	6
(d) Transactions with the Company.....	6
(e) Corporate opportunities	6
(f) Loans by the Company	6
(g) Improper benefits	6
(h) Election or appointment to public office.....	6
(i) Guidance and approvals.....	7
5. PUBLIC COMMUNICATIONS	8
(a) Public communications and filings.....	8
(b) Communication procedures	8
6. FINANCIAL REPORTING.....	9
(a) Overview.....	9
(b) Compliance with rules, controls and procedures	9
(c) Accuracy of records and reports	9
(d) Intentional misconduct.....	9
(e) Dealing with auditors.....	10
(f) Obligation to investigate and report potential violations	10
(g) Keeping the Audit Committee informed.....	10
7. SAFEGUARDING COMPANY ASSETS	12
(a) Overview.....	12
(b) Misuse of Company Computer Equipment.....	12
(c) Protecting the Company's information	13
(d) Prohibition on insider trading	13
(e) Maintaining and managing records.....	14
8. RESPONSIBILITIES TO CUSTOMERS, SUPPLIERS AND COMPETITORS	15
(a) Overview.....	15
(b) Improper payments	15
(c) Gifts and entertainment.....	15

TABLE OF CONTENTS **(continued)**

	(d) Selecting suppliers	15
	(e) Handling the nonpublic information of others	15
	(f) Improperly obtaining or using assets or information	16
	(g) Free and fair competition	16
9.	WORKING WITH GOVERNMENTS.....	18
	(a) Overview.....	18
	(b) Government contracts	18
	(c) Requests by regulatory authorities.....	18
	(d) Improper payments to government officials	18
	(e) Political contributions	18
	(f) Lobbying.....	19
	(g) Trade restrictions	19
	(h) Immigration laws	19
10.	PROCEDURAL MATTERS	20
	(a) Distribution	20
	(b) Acknowledgment	20
	(c) Approvals and waivers.....	20
	(d) Reporting violations.....	20
	(e) Investigations	21
	(f) Disciplinary action	22
11.	ADDITIONAL INFORMATION.....	23

1. INTRODUCTION

This Code of Business Conduct and Ethics (this “**Code**”) is designed to deter wrongdoing and to promote:

- (i) honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- (ii) full, fair, accurate, timely and understandable disclosure in reports and documents the Company files with or submits to the U.S. Securities and Exchange Commission and in other public communications;
- (iii) compliance with applicable laws, rules and regulations;
- (iv) the prompt internal reporting of violations of this Code; and
- (v) accountability for adherence to this Code.

This Code applies to all directors, officers and employees of Vivint Smart Home, Inc. and its subsidiaries (the “**Company**”), who, unless otherwise specified, will be referred to collectively as “**employees**.” Contractors, consultants, and other agents of the Company are also expected to read, understand, and abide by this Code.

Officers, managers, and other supervisors are expected to develop in employees a sense of commitment to the spirit, as well as the letter, of the Code. Supervisors are also expected to ensure that all agents and contractors conform to Code standards when working for or on behalf of the Company. The compliance environment within each supervisor’s assigned area of responsibility will be a significant factor in evaluating the quality of that individual’s performance. In addition, any employee who makes an exemplary effort to implement and uphold the principles embodied in the Code will be recognized for that effort in his or her performance review. Nothing in the Code alters the employment at-will policy of the Company.

This Code will help guide your conduct in the course of business. However, many of the principles described in this Code are general in nature, and this Code does not cover every situation that may arise. Use common sense and good judgment in applying this Code. **If you have any questions about applying this Code, it is your responsibility to seek guidance.**

The integrity and reputation of the Company depends on the honesty, fairness and integrity brought to the job by each person associated with the Company. It is the responsibility of each employee to apply common sense, together with his or her own highest personal ethical standards, in making business decisions where there is no stated guideline in the Code. Unyielding personal integrity is the foundation of corporate integrity.

This Code is not the exclusive source of guidance and information regarding the conduct of business. You must consult applicable policies and procedures in specific areas as they apply. The Code is intended to supplement, not replace, the employee handbook and the other policies and procedures of the Company.

The Company is committed to continuously reviewing and updating its policies and procedures. The Company therefore reserves the right to amend, alter or terminate this Code at any time and for any reason, subject to applicable law.

2. YOUR RESPONSIBILITIES

You are expected to read and understand this Code.

You must uphold these standards in day-to-day activities and comply with all applicable policies and procedures in this Code.

Part of your job and ethical responsibility is to help enforce this Code. You must be alert to possible violations and promptly report violations or suspected violations of this Code. Please refer to “Procedural Matters—Reporting Violations” for more information.

You must cooperate with investigations into possible Code violations and be truthful and forthcoming in the course of these investigations.

Reprisals, threats, retribution, or retaliation against any person who has in good faith reported a violation or a suspected violation of law, this Code or other Company policies, or against any person who is assisting in good faith in any investigation or process with respect to such a violation, is prohibited.

In trying to determine whether any given action is appropriate, keep these steps in mind:

- (i) Obtain all relevant facts.
- (ii) Assess the responsibilities and roles of those involved.
- (iii) Using your judgment and common sense, evaluate whether the action seems unethical or improper.
- (iv) Seek guidance.

If you are unsure about any situation or any provision of this Code, discuss the matter with your manager or responsible employees in the legal or human resources departments.

3. GENERAL STANDARDS OF CONDUCT

(a) Overview

Honest and ethical conduct is critical to the Company’s business. All employees, consultants, contract and contingent workers and temporary staff (have a duty to comply with applicable law and to act in an honest and ethical manner.

(b) Compliance with law

You are responsible for complying with all laws, rules, regulations, and regulatory orders applicable to the conduct of the Company’s business. If compliance with this Code should ever conflict with law, you must comply with the law.

You must undertake to acquire knowledge of the legal requirements relating to your duties sufficient to enable you to recognize potential dangers and to know when to seek advice from managers or other appropriate personnel.

The Company's employees are expected to comply with the applicable laws in all countries to which they travel, in which they operate and where the Company otherwise does business, including laws prohibiting bribery, corruption or the conduct of business with specified individuals, companies or countries. The fact that in some countries certain laws are not enforced or that violation of those laws is not subject to public criticism will not be accepted as an excuse for noncompliance. In addition, you are expected to comply with U.S. laws, rules and regulations governing the conduct of business by its citizens and corporations outside the United States.

These U.S. laws, rules, and regulations, which extend to all Company activities outside the United States, include but are not limited to:

(i) The Foreign Corrupt Practices Act, which prohibits directly or indirectly giving anything of value to a government official to obtain or retain business or favorable treatment, and requires the maintenance of accurate books of account, with all Company transactions being properly recorded;

(ii) U.S. Embargoes, which restrict or, in some cases, prohibit companies, their subsidiaries and their employees from doing business with certain other countries identified on a list that changes periodically or specific companies or individuals;

(iii) Export Controls, which restrict travel to designated countries or prohibit or restrict the export of goods, services and technology to designated countries, denied persons or denied entities from the United States, or the re-export of U.S. origin goods from the country of original destination to such designated countries, denied companies or denied entities; and

(iv) Antiboycott Compliance, which prohibits U.S. companies from taking any action that has the effect of furthering or supporting a restrictive trade practice or boycott that is fostered or imposed by a foreign country against a country friendly to the United States or against any U.S. person.

If you have a question as to whether an activity is restricted or prohibited, seek assistance before taking any action, including giving any verbal assurances that might be regulated by international laws.

Violations of laws, rules, regulations, and orders may subject you to individual criminal or civil liability, in addition to discipline by the Company. Violations may also subject the Company to civil or criminal liability or the loss of business.

(c) Environmental Compliance

Federal law imposes criminal liability on any person or company that contaminates the environment with any hazardous substance that could cause injury to the community or environment. Violation of environmental laws can be a criminal offense and can involve monetary fines and imprisonment. The Company expects employees to comply with all applicable environmental laws.

It is the Company's policy to conduct its business in an environmentally responsible way that minimizes environmental impacts. The Company's goal is to minimize and, if possible, eliminate the use of any substance or material that may cause environmental damage, reduce waste generation, and dispose of all waste through safe and responsible methods, minimize environmental risks by employing safe technologies and operating procedures, and be prepared to respond appropriately to accidents and emergencies.

(d) No discrimination or harassment

The Company is committed to providing a work environment that is free of discrimination and harassment. The Company is an equal opportunity employer and makes employment decisions on the basis of

merit and business needs. In addition, the Company strictly prohibits harassment of any kind, including harassment on the basis of race, color, veteran status, religion, gender, sex, sexual orientation, age, mental or physical disability, medical condition, national origin, marital status, or any other characteristics protected under federal or state law or local ordinance.

(e) Health and safety

You are responsible for using good judgment to help ensure a safe and healthy workplace for all employees. This includes following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions.

Violence and threatening behavior are not permitted. Employees must report to work in condition to perform their duties, free from the influence of illegal drugs or alcohol. The use of illegal drugs in the workplace will not be tolerated.

4. AVOIDING CONFLICTS OF INTERESTS

(a) Overview

Your decisions and actions in the course of your employment with the Company must be based on the best interests of the Company, and not based on personal relationships or benefits. You must seek to avoid situations where your personal activities and relationships conflict, or appear to conflict, with the interests of the Company, except under guidelines approved by the Board of Directors (the “**Board**”). This includes situations where you may have or appear to have an indirect conflict through, for example, a significant other or a relative or other persons or entities with which you have a business, social, familial, personal, or other relationship. A conflict may also arise when you take actions or have interests that make it difficult for you to perform your work for the Company objectively and effectively. In the case of our non-employee directors, compliance with this Code is subject to the provisions of the Company’s certificate of incorporation, bylaws and any stockholders or other agreement to which the Company is a party.

If you have any questions about a potential conflict or if you become aware of an actual or potential conflict and you are not an officer or director of the Company, you must discuss the matter with the Chief Legal Officer (as further described in “Procedural Matters” below), the Chief Ethics and Compliance Officer (CECO), the Chief People Officer or a representative of their respective departments. Supervisors may not authorize conflict of interest matters without first seeking the approval of the Chief Legal Officer and filing with the Chief Legal Officer a written description of the authorized activity. Officers and directors may seek authorization from the Audit Committee in accordance with the Company’s Related Person Transaction Policy. Factors that may be considered in evaluating a potential conflict of interest are, among others:

- (i) whether it may interfere with the employee’s job performance, responsibilities or morale;
- (ii) whether the employee has access to confidential information;
- (iii) whether it may interfere with the job performance, responsibilities or morale of others within the organization;
- (iv) any potential adverse or beneficial impact on the Company’s business;
- (v) any potential adverse or beneficial impact on the Company’s relationships with its customers or suppliers or other service providers;

- (vi) whether it would enhance or support a competitor's position;
- (vii) the extent to which it would result in financial or other benefit (direct or indirect) to the employee;
- (viii) the extent to which it would result in financial or other benefit (direct or indirect) to one of the Company's customers, suppliers or other service providers; and
- (ix) the extent to which it would appear improper to an outside observer.

There are a variety of situations in which a conflict of interest may arise. While it would be impractical to attempt to list all possible situations, some common types of conflicts are discussed below.

(b) Outside employment and directorships

Unless you are a non-employee director of the Company, you may not perform services as a director, employee, agent or contractor for a customer, a supplier or any other entity that has a business relationship with the Company without approval from the Company. Non-employee directors of the Company must promptly inform the Company of any such service. You may not perform services as a director, employee, agent, or contractor for any competitor of the Company.

(c) Financial interests in other companies

Unless you are a non-employee director of the Company, you must not have a financial interest—including an indirect interest through, for example, a relative or significant other—in any organization if that interest would give you or would appear to give you a conflict of interest with the Company. You must be particularly sensitive to financial interests in competitors, suppliers, customers, distributors, and strategic partners.

(d) Transactions with the Company

If you have a significant financial interest in a transaction involving the Company—including an indirect interest through, for example, a relative or significant other or a business entity—you or the Company may be required to disclose that interest, and that interest may need to be approved by the Company. You must seek guidance if you have any questions as to whether an interest in a transaction is significant. If it is determined that the transaction is required to be reported under SEC rules, the transaction will be subject to review and approval by the Audit Committee of the Board. Any dealings with a related party must be conducted in such a way that no preferential treatment is given to that business.

(e) Corporate opportunities

Other than as set forth in Article IX of the Company's certificate of incorporation, you may not directly or indirectly exploit for personal gain any opportunities that are discovered through the use of corporate property, information or position unless the opportunity is disclosed fully in writing to the Board or its designated committee and the Board or its designated committee declines to pursue the opportunity. Even opportunities that are acquired privately by you may be questionable if they are related to the Company's existing or proposed lines of business. You cannot use your position with the Company or corporate property or information for improper personal gain.

(f) Loans by the Company

Loans from the Company to directors and executive officers are prohibited. Loans from the Company to other officers and employees must be approved in advance by the Board or its designated committee.

(g) Improper benefits

You may not receive any improper benefit as a result of your position with the Company.

(h) Election or appointment to public office

You may serve in an elected or appointed public office provided that the position does not create or appear to create a conflict of interest.

(i) Guidance and approvals

Evaluating whether a conflict of interest exists, or may appear to exist, requires the consideration of many factors. You must seek guidance and approval in any case where you have any questions or doubts. The Company may at any time rescind prior approvals to avoid a conflict of interest, or the appearance of a conflict of interest, for any reason deemed to be in the best interest of the Company.

5. PUBLIC COMMUNICATIONS

(a) Public communications and filings

The Company files reports and other documents with regulatory authorities, including the U.S. Securities and Exchange Commission and the New York Stock Exchange. In addition, from time to time the Company makes other public communications, such as issuing press releases.

Depending upon your position with the Company, you may be called upon to provide information to help assure that the Company's public reports and communications are complete, fair, accurate and understandable. You are expected to use all reasonable efforts to provide complete, accurate, objective, relevant, timely and understandable answers to inquiries related to the Company's public disclosures.

Individuals involved in the preparation of public reports and communications must use all reasonable efforts to comply with the Company's disclosure controls and procedures, which are designed to ensure full, fair, accurate, timely and understandable disclosure in the Company's public reports and communications.

If you believe that any disclosure is materially misleading or if you become aware of any material information that you believe must be disclosed to the public, it is your responsibility to bring this information to the attention of the Chief Legal Officer ("CLO"). If you believe that questionable accounting or auditing conduct or practices have occurred or are occurring, you must notify the CLO or the Audit Committee in accordance with "Procedural Matters—Reporting Violations" below.

(b) Communication procedures

You may not communicate externally on behalf of the Company unless you are authorized to do so. The Company has established specific policies regarding who may communicate information to the public, the press, market professionals (such as securities analysts, institutional investors, investment advisors, brokers, and dealers) and security holders on behalf of the Company:

(i) The Chief Executive Officer ("CEO"), the Chief Financial Officer ("CFO"), investor relations personnel, or another Company employee or representative who has been authorized by the Chief

Executive Officer, the Chief Financial Officer, or the Board of Directors, are the Company's official spokespeople for financial matters.

(ii) The CEO, CFO, and their authorized designees, are the Company's official spokespeople for public comment, press, marketing, technical and other such information.

You must refer all calls or other inquiries from the press, market professionals or security holders to the Company's head of investor relations, who will see that the inquiry is directed to the appropriate persons within the Company.

All communications made to public audiences on behalf of the Company, including formal communications and presentations made to investors, customers or the press, require prior approval of the CEO, CFO or the CLO.

6. FINANCIAL REPORTING

(a) Overview

As a public company, the Company is required to follow strict accounting principles and standards, to report financial information accurately and completely in accordance with these principles and standards, and to have appropriate internal controls and procedures to ensure that the Company's accounting and financial reporting complies with law. The integrity of the financial transactions and records is critical to the operation of the Company's business and is a key factor in maintaining the confidence and trust of its employees, security holders and other stakeholders.

(b) Compliance with rules, controls, and procedures

It is important that all transactions are properly recorded, classified, and summarized in the Company's financial statements, books, and records in accordance with its policies, controls, and procedures, as well as all generally accepted accounting principles, standards, laws, rules, and regulations for accounting and financial reporting. If you have responsibility for or any involvement in financial reporting or accounting, you must have an appropriate understanding of, and you must seek in good faith to adhere to, relevant accounting and financial reporting principles, standards, laws, rules, and regulations and the Company's financial and accounting policies, controls, and procedures. If you are a senior officer, you must seek to ensure that the internal controls and procedures in your business area are in place, understood and followed.

(c) Accuracy of records and reports

It is important that those who rely on records and reports—managers and other decision makers, creditors, customers, and auditors—have complete, accurate and timely information. False, misleading, or incomplete information undermines the Company's ability to make good decisions about resources, employees and programs and may, in some cases, result in violations of law. Anyone involved in preparing financial or accounting records or reports, including financial statements and schedules, must be diligent in assuring that those records and reports are complete, accurate and timely. Anyone representing or certifying as to the accuracy of such records and reports must make an inquiry or review, adequate to establish a good faith belief in their accuracy.

Even if you are not directly involved in financial reporting or accounting, you are likely involved with financial records or reports of some kind—a voucher, time sheet, invoice, or expense report. In addition, most employees are involved with product, marketing, or administrative activities, or performance evaluations, which can affect the Company's reported financial condition or results. Therefore, the Company expects you,

regardless of whether you are otherwise required to be familiar with finance or accounting matters, to use all reasonable efforts to ensure that every business record or report with which you deal is accurate, complete, and reliable.

(d) Intentional misconduct

You may not intentionally misrepresent the Company's financial performance or otherwise intentionally compromise the integrity of the Company's reports, records, policies, and procedures. For example, you may not:

- (i) report information or enter information in the Company's books, records or reports that fraudulently or intentionally hides, misrepresents, or disguises the true nature of any financial or non-financial transaction or result;
- (ii) establish any undisclosed or unrecorded fund, account, asset, or liability for any improper purpose;
- (iii) enter into any transaction or agreement that accelerates, postpones, or otherwise manipulates the accurate and timely recording of revenues or expenses;
- (iv) intentionally misclassify transactions as to accounts, business units or accounting periods; or
- (v) knowingly assist others in any of the above.

(e) Dealing with auditors

The Company's auditors have a duty to review its records in a fair and accurate manner. You are expected to cooperate with independent and internal auditors (if any) and the finance department in good faith and in accordance with law. In addition, you must not fraudulently induce or influence, coerce, manipulate, or mislead the independent or internal auditors regarding financial records, processes, controls or procedures or other matters relevant to their engagement. You may not engage, directly or indirectly, any outside auditors to perform any audit, audit-related, tax or other services, including consulting, without written approval from the CFO and the Audit Committee of the Board.

(f) Obligation to investigate and report potential violations

You must make appropriate inquiries in the event you may see, for example:

- (i) financial results that seem inconsistent with underlying business performance;
- (ii) inaccurate financial records, including travel and expense reports, time sheets or invoices;
- (iii) the circumventing of mandated review and approval procedures;
- (iv) transactions that appear inconsistent with good business economics;
- (v) the absence or weakness of processes or controls; or
- (vi) persons within the Company seeking to improperly influence the work of financial or accounting personnel, or external or internal auditors.

Dishonest or inaccurate reporting can lead to civil or even criminal liability for you and the Company and can lead to a loss of public faith in the Company. You are required to promptly report any case of suspected financial or operational misrepresentation or impropriety to your supervisor or an appropriate officer of the Company.

(g) Keeping the Audit Committee informed

The Audit Committee plays an important role in ensuring the integrity of the Company's public reports. If you believe that questionable accounting or auditing conduct or practices have occurred or are occurring, you must notify the Audit Committee of the Board. In particular, the CEO and senior financial officers such as the CFO and the Controller must promptly bring to the attention of the Audit Committee any information of which he or she may become aware concerning, for example:

- (i) the accuracy of material disclosures made by the Company in its public filings;
- (ii) a material violation of the securities laws or other laws, rules, or regulations applicable to the Company
- (iii) material weaknesses or significant deficiencies in internal control over financial reporting;
- (iv) any evidence of fraud that involves an employee who has a significant role in the Company's financial reporting, disclosures or internal controls or procedures; or
- (v) any evidence of a material violation of the policies in this Code regarding financial reporting.

7. SAFEGUARDING COMPANY ASSETS

(a) Overview

All employees, agents and contractors are responsible for the proper use of Company assets. This responsibility applies to all the Company's assets, including your time, work, and work product; cash and accounts; physical assets such as inventory, equipment, vehicles, computers, systems, facilities, and supplies; intellectual property, such as patents, copyrights, trademarks, inventions, technology, and trade secrets; and other proprietary or nonpublic information. Any misuse or suspected misuse must be immediately reported to your supervisor.

- (i) You must use all reasonable efforts to safeguard Company assets against loss, damage, misuse or theft.
- (ii) You must be alert to situations that could lead to loss, damage, misuse or theft of Company assets, and must report any loss, damage, misuse or theft as soon as it comes to your attention.
- (iii) You must not use, transfer, misappropriate, loan, sell or donate Company assets without appropriate authorization.
- (iv) You must take reasonable steps to ensure that the Company receives good value for Company funds spent.

- (v) You may not use Company assets in a manner that would result in or facilitate the violation of law.
- (vi) You must use and safeguard assets entrusted to the Company's custody by customers, suppliers, and others in the same manner as Company assets.

(b) Misuse of Company Computer Equipment

You must not, while acting on behalf of the Company or while using its computing or communications equipment or facilities, either:

- (i) access the internal computer system (also known as "hacking") or other resource of another entity without express written authorization from the entity responsible for operating that resource; or
- (ii) commit any unlawful or illegal act, including harassment, libel, fraud, sending of unsolicited bulk email (also known as "spam") in violation of applicable law, trafficking in contraband of any kind, or espionage.

If you receive authorization to access another entity's internal computer system or other resource, you must make a permanent record of that authorization so that it may be retrieved for future reference, and you must not exceed the scope of that authorization.

Unsolicited bulk email is regulated by law in several jurisdictions. If you intend to send unsolicited bulk email to persons outside of the Company, either while acting on the Company's behalf or using its computing or communications equipment or facilities, you must contact your supervisor or the Chief Legal Officer for approval.

All data residing on or transmitted through the Company's computing and communications facilities, including email and word processing documents, is the property of the Company and subject to inspection, retention, and review by the Company in accordance with applicable law.

(c) Protecting the Company's information

During your involvement with the Company, you may come into possession of information that has not been disclosed or made available to the general public. This nonpublic information may include, among other things:

- (i) business, marketing and service plans, financial data and projections;
- (ii) proprietary and technical information, such as trade secrets, patents, inventions, product plans and customer lists;
- (iii) information regarding corporate developments, such as business strategies, plans for acquisitions or other business combinations, divestitures, major contracts, expansion plans, financing transactions, and management changes;
- (iv) personal information about employees; and
- (v) nonpublic information of customers, suppliers, and others.

If you have any questions as to what constitutes nonpublic information, please consult the CLO.

All nonpublic information must only be used for Company business purposes. You have an obligation to use all reasonable efforts to safeguard the Company's nonpublic information. You may not disclose nonpublic information to anyone outside of the Company or others within the Company who have no legitimate business purpose for receiving that information, except when disclosure is required by law or when disclosure is required for business purposes and appropriate steps have been taken to prevent misuse of that information. This responsibility includes not disclosing nonpublic information in internet discussion groups, chat rooms, bulletin boards, or other electronic media. In cases where disclosing nonpublic information is required or necessary, you must coordinate with the CLO. The misuse of nonpublic information is contrary to Company policy and may also be a violation of law.

Each employee is required to sign an Employment, Confidential Information and Invention Assignment Agreement that addresses the use and disclosure of confidential information of the Company.

(d) Prohibition on insider trading

You may not directly or indirectly—through, for example, significant others, family members or controlled entities—buy or sell stocks or other securities of the Company or any other Company based on nonpublic information obtained from your work at the Company. In addition, you may not “tip” others by providing them nonpublic information under circumstances that suggest that you were trying to help them make an investment decision. These obligations are in addition to your obligations with respect to nonpublic information generally, as discussed above. The Company has adopted a separate Insider Trading Policy to which you are bound as a condition of your employment here.

Under U.S. securities laws, it is unlawful for any person who has “material” nonpublic information about a Company to trade in the stock or other securities of that Company or to disclose such information to others who may trade. Material nonpublic information is information about a Company that is not known to the general public and that a typical investor would consider important in making a decision to buy, sell or hold securities. Violations of U.S. securities laws may result in civil and criminal penalties, including disgorgement of profits, civil judgments, fines, and jail sentences. Consult the Insider Trading Policy for more specific information on the definition of “material nonpublic information” and on buying and selling the Company's securities or securities of companies with which the Company does business.

Be aware that stock market surveillance techniques are becoming increasingly sophisticated, and the probability that U.S. federal or other regulatory authorities will detect and prosecute even small-level trading is significant. Insider trading rules are strictly enforced, even in instances when the financial transactions seem small.

For more information, please refer to the Company's Insider Trading Policy. If you have any questions at all regarding trading in the Company's securities, please contact the CLO for guidance.

(e) Maintaining and managing records

The Company is required by local, state, federal, foreign, and other applicable laws, rules, and regulations to retain certain records and to follow specific guidelines in managing its records. Records include paper documents, email, compact discs, computer hard drives, any digital storage device, and all other recorded information, regardless of medium or characteristics. Civil and criminal penalties for failure to comply with such guidelines can be severe for employees, agents, contractors, and the Company.

Consult with the CLO regarding the retention of records in the case of actual or threatened litigation or government investigation. The CLO will notify you if a legal hold is placed on records for which you are

responsible. A legal hold suspends all document destruction procedures in order to preserve appropriate records under special circumstances, such as litigation or government investigations. The CLO determines and identifies what types of records or documents are required to be placed under a legal hold. If a legal hold is placed on records for which you are responsible, you must preserve and protect the necessary records in accordance with instructions from the CLO. **Records or supporting documents that are subject to a legal hold must not be destroyed, altered, or modified under any circumstance.** A legal hold remains effective until it is officially released in writing by the CLO. If you are unsure whether a document has been placed under a legal hold, you must preserve and protect that document while you check with the CLO.

Business records and communications often become public, and you must avoid exaggeration, derogatory remarks, guesswork, or inappropriate characterizations of people and companies that can be misunderstood. This applies equally to e-mail, internal memos, and formal reports.

8. RESPONSIBILITIES TO CUSTOMERS, SUPPLIERS AND COMPETITORS

(a) Overview

You must respect the rights of, and deal fairly with, the Company's customers, suppliers, business partners and competitors in compliance with law. You must not take unfair advantage of anyone through deception, misrepresentation, manipulation, coercion, abuse of privileged information or any intentional unfair business practice.

(b) Improper payments

You must not authorize, offer, promise, or give, or solicit or accept, money, gifts, entertainment, privileges, gratuities, benefits, or other items of value intended to improperly influence, directly or indirectly, any business decision or that otherwise violate law or create the appearance of impropriety. Contact the CLO if you have any questions as to whether a payment is proper.

(c) Gifts and entertainment

You may, from time to time, provide or accept business amenities to aid in building legitimate business relationships. Business amenities may include gifts, meals, services, entertainment, reimbursements, loans, favors, privileges, or other items of value.

Any business amenity must be consistent with customary business practice and must be reasonable and appropriate for the circumstance. Business amenities must not be lavish or excessive. Business amenities must not violate law or create an appearance of impropriety. You must avoid providing or accepting any cash payment, or other business amenity that can be construed as a bribe or payoff. All Company funds expended for business amenities must be accurately recorded in the Company's books and records. Contact the CLO or CECO if you have any questions as to whether a business amenity is permissible.

In some business situations outside of the United States, it is customary and lawful for business executives to present gifts to representatives of their business partners. These gifts may be of more than a nominal value, and under the circumstances, returning the gifts or paying for them may be an affront to the giver. If you find yourself in such a situation, you must report the gift to the CLO. In some cases, you may be required to turn the gift over to the Company.

Special restrictions apply when dealing with government employees. For more information, see the section on "Working with Governments".

(d) Selecting suppliers

The Company's policy is to select suppliers based on the merits of their products, services, and business practices and to purchase supplies based on need, quality, service, price and other terms and conditions of sale. You may not establish a business relationship with any supplier if you know that its business practices violate applicable laws.

(e) Handling the nonpublic information of others

You must handle the nonpublic information of others responsibly and in accordance with the Company's agreements with them. Nonpublic information of others includes notes, reports, conclusions, and other materials prepared by a Company employee based on the nonpublic information of others.

You must not knowingly accept information offered by a third party, including a customer, supplier or business partner, that is represented as nonpublic, or that appears from the context or circumstances to be nonpublic, unless an appropriate nondisclosure agreement has been signed with the party offering the information. You must contact the CLO to coordinate the appropriate execution of nondisclosure agreements on behalf of the Company.

Even after a nondisclosure agreement is in place, you should accept only the information that is necessary or appropriate to accomplish the purpose of receiving it, such as a decision on whether to proceed to negotiate a deal. If more detailed or extensive information is offered and it is not necessary or appropriate for your immediate purposes, it must be refused. If any such information is inadvertently received, it must be transferred to the CLO for appropriate disposition.

Once the Company has received nonpublic information, you must use all reasonable efforts to:

- (i) abide by the terms of the relevant nondisclosure agreement, including any obligations with respect to the return or destruction of the nonpublic information;
- (ii) limit the use of the nonpublic information to the purpose for which it was disclosed; and
- (iii) disseminate the nonpublic information only to those other Company employees, agents or contractors with a need to know the information to perform their jobs for the Company, as may be set forth in the relevant nondisclosure agreement.

(f) Improperly obtaining or using assets or information

You may not unlawfully obtain or use the materials, products, intellectual property, proprietary or nonpublic information or other assets of anyone, including suppliers, customers, business partners and competitors. You may not coerce or improperly induce past or present employees of other companies to disclose proprietary or nonpublic information of their former or other employers.

(g) Free and fair competition

It is the Company's policy to lawfully compete in the marketplace. The Company's commitment to fairness includes respecting the rights of its competitors to compete lawfully in the marketplace and abiding by all applicable laws while competing.

Most countries have well-developed bodies of law designed to encourage and protect free and fair

competition. These laws are broad and far-reaching and regulate the Company's relationships with its distributors, resellers, suppliers, and customers. Competition laws generally address the following areas: pricing practices (including predatory pricing, price fixing and price discrimination), discounting, terms of sale, credit terms, promotional allowances, secret rebates, exclusive dealerships or distributorships, product bundling, restrictions on carrying competing products, termination, and many other practices.

Competition laws also govern, usually quite strictly, relationships between the Company and its competitors. Collusion among competitors is illegal, and the consequences of a violation are severe. You must not enter into an agreement or understanding, written or oral, express, or implied, with any competitor concerning prices, discounts or other terms or conditions of sale; profits or profit margins; costs; allocation of product, customers, markets, or territories; limitations on production or supply; boycotts of customers or suppliers; or bids or the intent to bid, or even discuss or exchange information on these subjects.

The Company is committed to obeying both the letter and spirit of these laws, which are often referred to as antitrust, consumer protection, competition, or unfair competition laws. Although the spirit of these laws is straightforward, their application to particular situations can be quite complex. To ensure that the Company complies fully with these laws, you must have a basic knowledge of them and must promptly involve the CLO when questionable situations arise.

9. WORKING WITH GOVERNMENTS

(a) Overview

Special rules govern the Company's business and other dealings with governments. Employees and contractors of the Company must use all reasonable efforts to comply with all applicable laws and regulations governing contact and dealings with governments, government employees and public officials. If you deal with governments, government employees or public officials, you must undertake to understand the special rules that apply. If you have any questions concerning government relations, contact the CLO, CECO, or refer to the Company's Global Anticorruption policy.

(b) Government contracts

You must use all reasonable efforts to comply with all relevant laws and regulations that apply to government contracting. You must refer any contract with any governmental entity to the CLO or CECO for review and approval.

(c) Requests by regulatory authorities

You must cooperate with appropriate government inquiries and investigations in accordance with law. It is important, however, to protect the legal rights of the Company with respect to its nonpublic information. All government requests for Company information, documents, or investigative interviews must be referred to the CLO or CECO. You must work with the CLO and CECO in responding to requests by regulatory authorities to ensure appropriate responses and to avoid inappropriate disclosure of attorney-client privileged materials, trade secret information or other nonpublic information. This policy will not be construed to prevent an employee from disclosing information to a government or law enforcement agency where the employee has reasonable cause to believe that the information discloses a violation of, or noncompliance with, a state or federal statute or regulation.

(d) Improper payments to government officials

You may not offer any payment or business amenity to a public official or a government employee if doing so could reasonably be construed as having any connection with the Company's business, even if it has

a nominal value or no value at all. Be aware that what may be permissible in dealings with commercial businesses may be deemed illegal and possibly criminal in dealings with the government. You must contact the CLO or CECO for guidance.

Whether you are located in the United States or abroad, you are also responsible for fully complying with the Foreign Corrupt Practices Act. The Foreign Corrupt Practices Act makes it illegal to offer, pay, promise to pay, or authorize to pay any money, gift, or other item of value to any foreign official, political party or candidate to assist the Company or another to obtain or retain business. The anti-corruptions laws also forbid doing indirectly, such as through an agent, reseller, or consultant, what it would be illegal to do directly. All managers and supervisory personnel are expected to monitor continued compliance with the anti-corruption laws. If you have questions or concerns about the anti-corruption laws, please contact the CLO or CECO.

(e) Political contributions

The Company reserves the right to communicate its position on important issues to elected representatives and other government officials. It is the Company's policy to comply fully with all local, state, federal, foreign, and other applicable laws, rules, and regulations regarding political contributions. The Company's assets—including Company funds, employees' work time and Company premises and equipment—must not be used for, or be contributed to, political campaigns or political activities under any circumstances without prior approval from the CLO.

(f) Lobbying

You must obtain approval from the CLO, or the legal department, for any work activity that requires lobbying communication with any member or employee of a legislative body or with any government official or employee in the formulation of legislation. Work activity covered by this policy includes meetings with legislators or members of their staffs or with senior executive branch officials on behalf of the Company. Preparation, research, and other background activities that are done in support of such lobbying communication are also covered by this policy even if the communication ultimately is not made.

(g) Trade restrictions

Several countries maintain controls on the destinations to which products or software may be exported. Some of the strictest export controls are maintained by the United States against countries that the U.S. government considers unfriendly or as supporting international terrorism. The U.S. regulations are complex and apply both to deemed exports from the United States and to deemed exports of products from other countries when those products contain U.S.-origin components or technology. For example, software created in the United States is subject to these regulations even if duplicated and packaged abroad. In some circumstances, an oral presentation containing technical data made to foreign nationals in the United States or access by foreign nationals to certain technology may constitute a controlled export. The CLO can provide you with guidance on which countries are prohibited destinations for company products or whether a proposed technical presentation or the provision of controlled technology to foreign nationals may require a U.S. government license.

(h) Immigration laws

The United States and other countries impose restrictions on non-citizens visiting or working in the country. In many instances visas or work permits must be obtained from the government. You are responsible for complying with all applicable immigration laws. If you have any uncertainty concerning the requirements of the law, you must consult with the CLO before working in, or travelling to, a country of which you are not a citizen, or authorizing any person to do so.

10. PROCEDURAL MATTERS

(a) Distribution

All directors and employees will receive a copy of this Code at the time they join the Company and will receive periodic updates. Agents and contractors will also be provided with a copy of this Code.

(b) Acknowledgment

All directors and new employees must sign an acknowledgment form confirming that they have read this Code and that they understand and agree to comply with its provisions. Signed acknowledgment forms will be kept in your personnel file. Failure to read this Code or to sign an acknowledgement form does not excuse any person from the terms of this Code.

(c) Approvals and waivers

Except as otherwise provided in this Code, the Board or its designated committee must review and approve any matters requiring special permission under this Code for a member of the Board or an executive officer. Except as otherwise provided in this Code, the CFO and the CLO must review and approve any matters requiring special permission under this Code for any other employee, agent, or contractor.

Any waiver of any provision of this Code for a member of the Board or an executive officer must be approved in writing by the Board or its designated committee and promptly disclosed, along with the reasons for the waiver, to the extent required by law or regulation. Any waiver of any provision of this Code with respect to any other employee, agent or contractor must be approved in writing by the CECO and the CLO.

Copies of approvals and waivers will be retained by the Company.

(d) Reporting violations

You must promptly report violations or suspected violations of this Code to the CECO at daniel.garen@vivint.com. If you wish to remain anonymous, send an anonymous letter addressed to the CECO at Vivint Smart Home, Inc., 4931 N. 300 W, Provo, Utah 84064.

If your concerns relate to accounting, internal controls, or auditing matters, or if the CLO or another executive officer is implicated in any violation or suspected violation, you may submit concerns regarding accounting, internal accounting controls, or auditing matters they believe to be questionable (confidentially and anonymously, if they wish) in one of the following ways:

If you are a non-employee: by mail to:

Vivint Smart Home, Inc.
4931 N. 300 W.
Provo, Utah, 84064
Attn: Chief Ethics and Compliance Officer

If you are an employee (confidentially and anonymously, if you wish):

- (i) via electronic mail directly to any member of the Audit Committee;

- (ii) via electronic mail to the Company's Chief Ethics and Compliance Officer;
- (iii) via the Company's website at www.vivint.com;
- (iv) via telephone hotline at 1-877-630-0009 (English), 1-800-216-1288 (Spanish), or 1-855-725-0002 (French); or
- (v) via regular mail by writing: Vivint Smart Home, Inc., 4931 N. 300 W., Provo, Utah 84064; *Attn: Chief Ethics and Compliance Officer*

The methods of submitting complaints shall be published on the Company's external and internal websites in such manner as the Chief Ethics and Compliance Officer, in consultation with the Audit Committee, deems appropriate. It will be emphasized to employees that each of the methods of submitting complaints listed above may be used anonymously and that such complaints will be treated confidentially.

If you make an anonymous report, please provide as much detail as possible, including copies of any documents that you believe may be relevant to the issue. When reports are not made anonymously, reasonable efforts will be made to keep your identity confidential. In certain circumstances, however, your identity may become apparent during an investigation or may need to be disclosed (*e.g.*, in regulatory proceedings). Accordingly, it is not possible for the Company to give a blanket guarantee of confidentiality.

Reprisals, threats, retribution, or retaliation against any person who has in good faith reported a violation or a suspected violation of law, this Code or other Company policies, or against any person who is assisting in any investigation or process with respect to such a violation, is prohibited.

If you encounter a situation or are considering a course of action and its appropriateness is unclear, discuss the matter promptly with your supervisor, CECO or theCLO; even the appearance of impropriety can be very damaging and must be avoided.

(e) Investigations

The Board or its designated committee will be responsible for investigating violations and determining appropriate disciplinary action for matters involving members of the Board or executive officers. The Board or its designated committee may designate others to conduct or manage investigations on its behalf and recommend disciplinary action.

Subject to the general authority of the Board to administer this Code, the CECO will be jointly responsible for investigating violations and determining appropriate disciplinary action for other employees and contractors. The CECO may designate others to conduct or manage investigations on their behalf and recommend disciplinary action. The CECO will periodically report Code violations and the corrective actions taken to the Board or its designated committee. The Board reserves the right to investigate violations and determine appropriate disciplinary action on its own and to designate others to do so in place of, or in addition to, the CECO.

The Company will promptly investigate any suspected violations. If it is determined that evidence of a violation exists, the individual subject to investigation will be notified. The subject of an investigation will have an opportunity to respond to any allegations made against that person. A person suspected of violating this Code may be suspended with or without pay while an investigation is conducted. The Company will follow local grievance procedures in jurisdictions where such procedures apply.

(f) Disciplinary action

The Company will take appropriate action against any employee, agent or contractor whose actions are found to violate this Code. Disciplinary actions may include, at the Company's sole discretion, verbal or written warning or reprimand, suspension with or without pay or immediate discharge, or any other disciplinary action or combination of disciplinary actions as deemed appropriate to the circumstances. A record of the disciplinary action will be retained in the employee's personnel file.

In determining what disciplinary action is appropriate in a particular case, the Company will take into account all relevant information, including the nature and severity of the violation, any history of warnings and violations, whether the violation appears to have been intentional or inadvertent and whether the violator reported his or her own misconduct. The Company will strive to enforce this Code in a consistent manner while accounting for all relevant information. An alleged violator may make a written request for reconsideration within 14 days of notification of the final disciplinary decision.

Where the Company has suffered a loss, it may pursue its remedies against the individuals or entities responsible. Certain violations of this Code may also be subject to civil or criminal prosecution by governmental authorities and others. Where laws have been violated, the Company will report violators to the appropriate authorities.

11. ADDITIONAL INFORMATION

Nothing in this Code of Business Conduct and Ethics creates or implies an employment contract or term of employment. Employment at the Company is employment at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the Company. Nothing in this Code shall limit the right to terminate employment at-will. No employee of the Company has any authority to enter into any agreement for employment for a specified period of time or to make any agreement or representation contrary to the Company's policy of employment at-will. Only the CEO of the Company has the authority to make any such agreement, which must be in writing.

The policies in this Code do not constitute a complete list of Company policies or a complete list of the types of conduct that can result in discipline, up to and including discharge.

Attachment 4
to Sales Representative Employment Agreement: for the 2022-23 Sales Season

Smart Home Pros Supplemental Code of Conduct

Smart Home Pros Supplemental Code of Conduct

PURPOSE AND APPLICATION

This Smart Home Pros Supplemental Code of Conduct (the “SHP Code”) governs all employees of Smart Home Pros Inc. (“SHP”), Vivint Smart Home, Inc. and its direct and indirect subsidiaries (collectively, the “Company”) and is in addition to the Code of Business Conduct and Ethics (the “Vivint Code”). This SHP Code is intended to provide you with additional guidance as to the Company’s expectations of you with regard to SHP’s business, operations, and sales. You should read, understand, and comply with all provisions of the Vivint Code and this SHP Code as they describe many of your responsibilities as an employee, officer, or director of SHP, as well as the other Vivint policies that apply to you. These include (but are not limited to):

- Code of Business Conduct and Ethics;
- Identity Theft Prevention Program “Red Flags” Policy; and
- Customer Financing Policy.

No policy can anticipate every circumstance or question about policy or conduct. The Company expects you to follow the high ethical standards to which the Company is committed and to comply with all training provided. If you are concerned about an ethical situation or are not sure whether specific conduct meets the Company’s standards of conduct, you are responsible for asking your supervisors or managers and, where appropriate, the Company’s Chief Ethics and Compliance Officer, any question that you feel is necessary to understand Vivint’s expectations.

This SHP Code applies to all employees, contractors, consultants, temporary and other workers of SHP and Company.

Any employee who is found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

DEFINITIONS

- Specifically defined terms are more fully set forth herein.

POLICY

Interacting with the Customer on Behalf of the Company

SHP expects that, when you are interacting with a Customer or prospective customer (each a “Customer”), you will:

- be properly licensed and registered in compliance with any applicable laws, ordinances, and regulations;
- carry identification at all times that is clearly visible and contains your name, identification number, and an accurate photo of you;
- wear a company-approved uniform at all times;
- at the outset of the interaction (1) clearly and correctly identify yourself by name and company name, and (2) state the purpose of your solicitation, whether or not requested by the Customer;
- upon request by the Customer, immediately discontinue a sales presentation and leave the premises;
- communicate politely and with respect at all times;

- in all interactions, in writing or otherwise, impart clear, accurate and helpful information; and attempt to communicate only during reasonable or local ordinance approved hours.

SHP expects that, when you are interacting with a Customer, you will not:

- generically identify yourself as being from “the alarm company” or “the security company” or anything similarly vague;
- state that you are there to upgrade or update the Customer’s system;
- make any statement that might suggest to the Customer that you are acting on behalf of anyone other than SHP or Vivint;
- provide the Customer with any false or misleading information about your identity or the purpose of your interaction with the Customer;
- approach a Customer’s premises if a “No Solicitation,” “No Soliciting,” or “No Trespassing” sign is posted; or
- remove another company’s alarm equipment or signage from a Customer’s property.

Deceptive or Unlawful Business Practices

SHP expects you to comply at all times with its policies prohibiting deceptive, unfair, abusive, and unlawful business practices. Those policies include, but are not limited to, the Company’s Identity Theft Prevention Program “Red Flags” Policy and Customer Financing Policy. For the sake of providing you with additional guidance on conduct that is prohibited, Vivint has listed some examples of behavior, but is not inclusive of all, that will not be tolerated. These examples, however, will not be treated as the only conduct that might be deceptive, misleading, unfair, abusive, unethical, or unlawful, and therefore prohibited. Again, the Company expects you to follow high ethical standards and, where you have questions about what may be prohibited, to ask them of a supervisor, manager, or the Company’s Chief Ethics and Compliance Officer or their designee.

You will not make any false or misleading statement to a customer, including that:

- the Customer will receive a discount, rebate, or other benefit for permitting their home or other property, real or personal, to be used as a so-called “advertising home,” “model home” or “model property” for demonstration or advertising purposes;
- you, the Company are affiliated with, have the endorsement of, or are in any manner acting at the direction of any governmental or law enforcement agency;
- a competitor company is going out of business or is in financial difficulty;
- a competitor company does not exist or that it is changing or has changed its company name;
- Vivint or the Company is acquiring, merging with, being taken over by, or is part of a competitor company;
- you are acting on behalf of, or are otherwise acting with the consent or approval of, a competitor company;
- Vivint or the Company is the “sister” company of a competitor;
- Vivint or the Company manufactures the equipment used by a competitor;
- Vivint or the Company is performing routine maintenance on a competitor company’s equipment;
- Vivint or the Company, or any other entity, is “taking over” the monitoring of a competitor company’s accounts or has purchased the Customer’s account from a competitor company;
- a competitor company is not, has stopped, or is no longer capable of monitoring the alarm system for that person or residence;
- the Customer has been specially selected to receive a bargain, discount, or other advantage;
- you are able to provide the Customer with a better price than you can provide to others;
- the products and services being offered for sale can be purchased only through direct solicitation; or
- someone has endorsed you, the Company, or Vivint.

You also will not:

- misrepresent the capabilities of products or services, or a competitor's products or services;
- contact, or assist in contacting a Customer's current service provider to cancel their existing service; or
- quote statistics, purported costs savings, or other information that you know to be false or misleading or that you have not made a reasonable effort to verify.

Credit Checks and Applications

Vivint expects you to comply with the Fair Credit Reporting Act and all state and federal laws and rules that govern credit applications and consumer privacy. The Company's Customer Financing Policy and Identity Theft Prevention Program "Red Flags" Policy are among the policies that provide standards and guidance intended to ensure that you comply with such laws and rules. By way of example, you will not:

- Conduct a credit check for any purpose other than the Company's business;
- Conduct a credit check without a permissible purpose, which include:
 - Obtaining credit reports pursuant to written authorization of the Customer;
 - Obtaining credit reports to use the information in connection with a credit transaction involving the Customer and involving the extension of credit to the Customer; or
 - Obtaining credit reports pursuant to a legitimate business need for the information in connection with a business transaction that is initiated by the Customer;
- Deceive the Customer about, or withhold from the Customer, the potential consequences of a credit check;
- Where more than one credit pull is necessary, fail to inform the Customer of such and obtain the Customer's actual and informed consent to multiple credit checks;
- Attempt to manipulate the outcome of any credit check by submitting inaccurate information or information that does not pertain to the Customer;
- Conduct any credit pull on the basis of knowingly false information;
- Make any statement, submission, or request to any credit reporting agency that you know or believe to be false (in whole or in part);
- Conduct a credit check by "white-paging" or otherwise relying on information that does not apply to the actual Customer;
- Conduct a credit check if the Customer information does not match the information on the credit application;
- Allow any loan, line of credit or installment contract to be submitted to any lender with any information that you know or believe to be false;
- Make any misrepresentation to the Company or Vivint about any of your conduct in connection with any credit check or credit application;
- Attempt to coerce, threaten or deceive any other Company or Vivint employee in connection with any credit check or credit application; or
- Engage in any conduct that is for the purpose of preventing the Company or Vivint from detecting wrongdoing by you or another employee.

Sales Presentations

In any sales presentation, you will offer Customers accurate information regarding:

- Price;
- Performance of equipment and services;
- Credit requirements and other qualifying requirements;
- Terms of payment;
- Cooling-off or right of rescission periods;
- After-sales service;
- Installation scheduling; and

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- Any other matter raised by the Customer.

This list may not be exhaustive; however, you should offer all Customers only accurate information.

Financing Options

You will describe the terms of any financing offered through the Company's lending partners or the Company in terms that are truthful, clear, and complete. You must not make any statements that are false or misleading, and you must not withhold information. Examples of misconduct include:

- Stating or suggesting that a Customer should not apply for financing or will not be approved should they apply;
- Mentioning the monthly payment amount without also disclosing the number of months in the term of the loan;
- Only using the term "interest rate" rather than "Annual Percentage Rate" or APR;
- Stating or suggesting that the Retail Installment Contract does not need to be repaid;
- Failing to disclose accurately the identity of the lender;
- Making any false or misleading comparison to any other available loan or financing option.
- Making false statements regarding your personal experiences with, or opinions about, the lender, the loan terms, or other persons (such as other employees or Customers);
- Failing to disclose that important terms and conditions apply to the loan, and that the Customer should be careful to read all relevant disclosures, including:
 - the eConsent disclosure, which is the Customer's authorization to conduct the transaction electronically;
 - the Truth In Lending disclosure, which explains important financial terms of the loan;
 - the Promissory Note, which contains the legal terms of the loan; and
 - the Privacy Notice, which explains the lender's privacy practices in connection with its customers.

Fraud Prevention Procedures

Prior to allowing a Customer to apply for a Loan, the Company's employees must request that the Customer provide a valid government-issued Photo ID (i.e., Driver's License, Passport, Military ID, etc.) for identity verification.